Exclaim! Media's COMPANION - Contest

Contest Rules

The Exclaim! Media's 'COMPANION' (THE "Contest") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "Contest Rules").

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must be a legal resident of Canada and at least 13 years of age.

Employees of Exclaim! Media Inc. (the "Sponsor"), Warner Bros. Entertainment Canada Inc., their respective parents, affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively the "Contest Entities"), and the household members of any of the above, are not eligible to participate in the Contest.

Warner Bros Entertainment Canada Inc., and its parent, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Contest. By entering this Contest, you agree to completely release Warner Bros. Entertainment Canada Inc., and its parent, affiliates and subsidiaries from any liability.

- 2. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- CONTEST PERIOD. The Contest begins at 10:00 AM EDT Eastern Daylight Time ("EDT") on January 24, 2025 and ends at 10:00 AM EDT on January 31, 2025 (the "Contest Period"), after which time the Contest will be closed and no further entries shall be accepted.
- 4. HOW TO ENTER.
 - There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be
 accepted by any other means. To enter the Contest, fully complete and submit the entry form located at
 exclaim.ca/contests/companion-win-a-pair-of-passes-to-see-the-film-plus-a-500-gift-card
 - 2. As part of the entry form, you must correctly answer the one (1) skill testing question included on the entry form.
 - 3. Limit of one (1) entry per person and per email address. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified.
 - 4. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with the entrant selected for a Prize.
 - 5. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Selected entrant may be required to provide the Sponsor with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

PRIZE.

PRIZING There is one (1) Grand Prize ("Grand Prize") and two (2) Regular Prizes ("Regular Prize") available to be won by the Contest winners ("Winner"). The Grand Prize consists of a \$500 pre-paid VISA Gift Card and one (1) promotional code ("Promotional Code") redeemable for a pair of run-of-engagement passes to see 'COMPANION' at any Cineplex theatre in Canada. Each Regular Prize consists of one (1) Promotional Code redeemable for a pair of run-of-engagement passes to see 'COMPANION' at any Cineplex theatre in Canada. The approximate retail value of the Grand Prize is \$536.00 CAD, and each Regular Prize is \$36.00 CAD. Cineplex Promotional Codes are subject to the following terms and conditions: The promocode offer is available for redemption online. Offer valid for all performances of THE WATCHERS only, including but not limited to 3D, UltraAVX®, D-BOX, Prime Seats and VIP admission (legal drinking age only), up to \$36.00 CAD. Any cost beyond \$36.00 CAD is the purchaser's responsibility. If the cost of the ticket is less than \$36.00 CAD, the balance will not be carried over to another transaction. Promotional Codes expire on March 8, 2025. SCENE® points are not issued on free admission tickets. Tickets for particular theatres/movies are subject to availability. Offer may be revoked, terminated, cancelled, or modified at any time without notice. This offer cannot be combined with any other promotion, coupon or discount, and is not valid on past purchases, transferable to any other film, redeemable for cash or credit, or valid for re-sale. Limit of one (1) offer per transaction. ADDITIONAL RESTRICTIONS MAY APPLY. NO SUBSTITUTIONS.

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- Winners are not entitled to monetary difference between actual prize value and stated approximate prize value, if any.
 Winner and guest will be responsible for transportation to and from the theatre and any other expense not explicitly included in the Prize.
- 3. Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- 4. The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

Three (3) Winners shall be selected as follows:

- 1. On or about noon ET on January 31, 2025 in Toronto, Ontario, a random draw will be held by the Sponsor from all eligible entries received during the Contest Period. Three (3) entrants will be randomly selected from all eligible entries from eligible entrants to win a prize. The first drawn will be eligible to win the Grand Prize, and the following two (2) drawn will be eligible to win the Regular Prize. Upon an entry being drawn, the Sponsor will verify that the one (1) skill test question on selected entrant's entry form has been correctly answered. If it has not, such entry will be disqualified and an alternate potential winner will be randomly selected for the applicable Prize. The odds of winning a Prize depend on the total number of eligible entries received during the Contest Period. Limit of one (1) Prize per person. Before being declared a Winner, each selected entrant shall be required to correctly answer, without assistance a mathematical skill-testing question to be administered over the phone or in writing.
- If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- 3. The Sponsor or its designated representative will make an effort to contact each selected entrant by email or telephone (using the information provided at the time of entry) within one (1) business day of the draw. If the selected entrant cannot be contacted within the timeframe outlined in the email, or there is a return of any notification as undeliverable, or if the required Release (as described below) are not returned within the timeframe outlined on them or if the mathematical skill-testing question is not correctly answered; then the selected entrant will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the forgoing provisions of this section shall apply to such new selected entrant).
- 4. Each potential Prize winner must sign and return a release form (the "Release") within the time frame specified by the Sponsor, which (i) confirms compliance with these rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Entities and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releases") from any and all liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the selected entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant fails to sign and return the Release within the time frame specified, then they will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the forgoing provisions of this section shall apply to such new selected entrant).
- 5. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 7. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not responsible for any injury or damage to entrant or to any computer or mobile device related to

- or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website and/or exclaim.ca.
- 8. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available at Exclaim!, 849A Bloor Street West, Toronto, Ontario, M6G 1M3 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; the Contest Website, or any exclaim.ca website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any exclaim.ca property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and his/her companion must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force at the applicable locations. The Sponsor reserves the right to remove from the Prize-related location, any Winner and his/her companion who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and companion.
- 9. **PRIVACY / USE OF PERSONAL INFORMATION**. By participating in the Contest, entrant: (i) grants Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner; (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law.
- 10. **TERMINATION**. Sponsor reserves the right, in its sole discretion to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 11. **LAW**. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 12. **LANGUAGE DISCREPANCY**. In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control.

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